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12
13 UNITED STATES DISTRICT COURT
14 DISTRICT OF NEVADA

15 FERRING B.V.,

16 Civil Action No. 11-cv-00481-RCJ-VPC

17 Plaintiff,

18 v.

19 WATSON PHARMACEUTICALS, INC.,
20 WATSON LABORATORIES, INC.,
21 WATSON LABORATORIES, INC. –
22 FLORIDA and WATSON PHARMA, INC.,

23 **ORDER DISMISSING WITHOUT
PREJUDICE DEFENDANTS WATSON
PHARMACEUTICALS, INC., WATSON
LABORATORIES, INC. AND WATSON
PHARMA, INC. AND AMENDING
CAPTION TO REFLECT SAME**

24 Defendants.
25 _____ /

26 This stipulation is made by and between (i) Plaintiff Ferring B.V.; and (ii) Defendants
27 Watson Pharmaceuticals, Inc. (“Watson Pharmaceuticals”), Watson Laboratories, Inc. - Florida
28 (“Watson Labs Florida”), Watson Laboratories, Inc. (“Watson Labs”) and Watson Pharma, Inc.
29 (“Watson Pharma”) (collectively, “Defendants”).

30 WHEREAS, Plaintiff filed suit against Defendants in the above-captioned case (the
31 “Action”);

32 WHEREAS, Watson Pharmaceuticals, Watson Pharma, and Watson Labs maintain that
33 they are not proper defendants in the Action;

34 WHEREAS, Plaintiff disagrees with the positions of Defendants stated above;

35 WHEREAS, resolution of such disagreement by motion practice will consume time and

1 expense that Plaintiff and Defendants wish to avoid by entering into this stipulation;

2 WHEREAS, Plaintiff is willing to dismiss its claims in the Action without prejudice as
3 against Watson Pharmaceuticals, Watson Pharma and Watson Labs so long as (i) Watson
4 Pharmaceuticals, Watson Pharma and Watson Labs agree to be bound by any judgment or order
5 rendered as to Watson Labs Florida in the Action (including appeals) as if they were named
6 defendants; and (ii) Watson Labs Florida agrees that it will not move to dismiss the Action for
7 lack of personal jurisdiction or seek a change in venue for purposes of this matter alone; and

8 WHEREAS, Defendants are agreeable to these conditions, all as specifically set forth
9 below;

10 NOW THEREFORE, Plaintiff and Defendants, by and through their respective
11 undersigned counsel in the Action, and subject to the approval of the Court, stipulate and agree as
12 follows:

13 1. Watson Pharmaceuticals, Watson Labs, and Watson Pharma, including all
14 affiliates and subsidiaries thereof, (collectively "DISMISSED WATSON ENTITIES") agree to be
15 bound by any judgment or order, including any injunction, rendered as to Watson Labs Florida in
16 the Action (including appeals) as if they were named defendants and agree that they will not
17 contest personal jurisdiction for this matter alone in this Court for purposes of enforcing any such
18 judgment or order, including the terms of this stipulation, against them.

19 2. DISMISSED WATSON ENTITIES agree that, to the extent they have in their
20 possession, custody or control information that would be discoverable in the Action were they to
21 remain as parties to the Action, they will search for and provide such discovery to Watson Labs
22 Florida, and Watson Labs Florida will produce such discovery in response to discovery requests
23 served on Watson Labs Florida in the Action as if it was its own. Plaintiff may depose employees
24 of DISMISSED WATSON ENTITIES by serving deposition notices on Watson Labs Florida,

1 without need for service of subpoenas. Watson Labs Florida will also accept Rule 30(b)(6)
2 deposition notices containing topics directed to information that may be held by DISMISSED
3 WATSON ENTITIES and the witness presented in response thereto shall investigate information
4 in the possession, custody, or control of DISMISSED WATSON ENTITIES. DISMISSED
5 WATSON ENTITIES further agree to be bound by resolution of discovery matters in this
6 Action. For clarity, this paragraph does not constitute a waiver of any objections or defenses to
7 the provision of discovery that are available to parties to an action under the Federal Rules of
8 Civil Procedure, the Federal Rules of Evidence, or any other applicable authority.

9
10 3. Watson Labs Florida agrees that it will not contest personal jurisdiction for
11 purposes of the Action and, as such, will not move to dismiss the Action on grounds that the
12 District Court for the District of Nevada lacks jurisdiction over Watson Labs Florida for purposes
13 of the Action. Watson Labs Florida also agrees that it will not contest venue in the District of
14 Nevada in the Action and, as such, will not move to change the venue of the Action. Watson
15 Labs Florida further agrees that it will provide in the Action such discovery from DISMISSED
16 WATSON ENTITIES as agreed to by them in paragraph 2 above.

17
18 4. Plaintiffs hereby dismiss without prejudice Defendants Watson Pharmaceuticals,
19 Inc., Watson Labs and Watson Pharma, Inc., pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i).

20
21 5. The terms of this stipulation are made without prejudice to the respective positions
22 of Plaintiffs and Defendants as to whether DISMISSED WATSON ENTITIES are proper
23 defendants in the Action. The terms of this stipulation also cannot be used by Plaintiffs or
24 Defendants to argue for or against jurisdiction in the future, except as provided in paragraphs 1
25 and 3 above.

26
27 6. The parties further agree and stipulate that the case caption for the Action should
28 be amended to remove DISMISSED WATSON ENTITIES, as follows:

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Case No. 11-cv-00781-RG-VJC

FERRING B.V.,)
Plaintiff)
V.)
WATSON LABORATORIES, INC. -)
FLORIDA,)
Defendants.)

7. None of the foregoing shall be interpreted to limit Plaintiff's rights to discovery of Watson Labs Florida.

Dated: September 20, 2011 JONES VARGAS

By: /s/ Molly M. Rezac
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1 Dated: September 20, 2011

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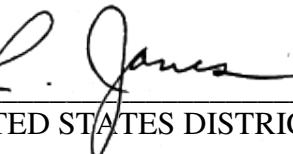
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21 *Attorneys for Defendants*

22 **IT IS SO ORDERED.**

23 By: 
24 UNITED STATES DISTRICT JUDGE

25 Dated: October 7, 2011